

CONTRACT DATA SHEETPSC Type (check one): XX New Renewal Addendum**Contractor Information**

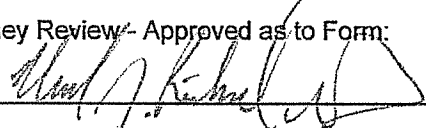
1. Legal Name of Contractor: University of Louisville Research Foundation
2. Address: 530 South Jackson Street
3. City/ State & Zip: Louisville, KY 40202
4. Contact Person Name & Telephone Number: Bob Berg (502) 852-5689
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Louisville Metro EMS
10. Contact Person Name & Telephone: Kristen Miller (502) 574-4260

Contract Information

11. Not to exceed amount: \$74,400.00 per annum
12. Are expenses reimbursed? No
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: July 1, 2005 through and including June 30, 2006
15. Coding: 1101-362-2241-224101-521382
16. Scope & Purpose of the contract: Provision of Medical Control Services for the Emergency Medical Services Department pursuant to the Medical Control Agreement.

AuthorizationsMAOS County Attorney Review- Approved as to Form:Department Director: Date: 9/8/05

Signature certifies:

- Funds are available
- Contractor is registered and in good standing with the Revenue Commission
- Human Relations Commission registration requirements have been met

_____ Risk Management Division of Finance - Certifies Insurance requirements satisfied:	
Cabinet Secretary : _____ (If applicable)	Date: <u>3/9/06</u>

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

XX C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.


_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 5/18/05
Requesting Department Director Date

 1-24-06
Cabinet Secretary Date
(When required by cabinets policy)

**Mayor Date
**Signature is required only for Written Finding A

LDU METRO
ORIGINAL

MEDICAL CONTROL AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE / JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **EMERGENCY MEDICAL SERVICE** herein referred to as “**LMEMS**”, and **UNIVERSITY OF LOUISVILLE (U OF L) RESEARCH FOUNDATION, INC.**, authorized by resolution of the University of Louisville Board of Trustees to act as an agent for receiving grants and research agreements from external funding sources of the **UNIVERSITY OF LOUISVILLE** and its **Department of Emergency Medicine**, herein referred to as “**Consultant**”;

WITNESSETH:

WHEREAS, LMEMS has oversight responsibilities of the delivery of emergency medical services by all Metro agencies and the suburban fire protection districts, including first responders, as well as those Metro employees and suburban Fire Department members trained to use automated external defibrillators (AED); and

WHEREAS, LMEMS is in need of the services of a “medical director(s)” to direct and oversee the delivery of 911 emergency medical services and Metro’s AED programs; and

WHEREAS, the University of Louisville School of Medicine, Department of Emergency Medicine has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall at the request of the Metro Government, provide services under the terms of this professional agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of insuring that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

C. The services and work product or deliverables of Consultant as "medical director" shall include but not be limited to the following as requested by LMEMS on behalf of LMEMS, the Louisville Fire Department and the Suburban Fire Protection Districts:

(1) Reviewing, developing and revising medical patient treatment protocols and communications dispatch algorithms- As needed

(2) Participating in evaluation of patient care - Daily Basis

(3) Assisting EMS in direct patient care - Daily basis via radio, telephone, and direct contact. Assistance shall also be provided in the field on an "on call" basis, as determined by the Director of EMS.

(4) Providing medical consultation to EMS personnel - Daily basis via radio and by personal contact in the field or in the Emergency Room. Includes monthly chart review sessions, and periodic chart audits.

(5) Working with EMS personnel in the development of new skills, techniques, and treatment modalities as necessary and appropriate.

(6) Serving as a liaison with the local medical community;

(7) Interacting with regional, state, and local EMS authorities on issues relating to EMS standards, needs and requirements and the optimization of resource utilization;

(8) Maintaining continuing education appropriate for the EMS medical director, administrative staff, communication and patient care personnel;

(9) Restricting or limiting patient care functions of staff and developing plans for appropriate remediation

(10) Establishing patient destination policies;

(11) Establishing initial qualification of personnel involved in patient care and dispatch;

(12) Developing, implementing, and maintaining a quality improvement program for continuous system and patient care improvement;

(13) Working with AED sites to establish protocols for AED deployment and conducting a review of each use of an AED. (KRS 311.667)

(14) Designing, developing and providing oversight for occupational health standards and processes, consulting on and taking responsibility for occupational health decisions with emphasis on exposure and infection control.

D. The Consultant and LMEMS shall cooperate to provide, as convenient and appropriate, opportunities for personnel from either organization to participate in relevant educational activities of the other.

E. LMEMS and the Consultant will cooperate in the collection of pertinent data that can be utilized by both organizations for the following purposes:

- (1) Scientific publications
- (2) Grant applications and/or budgets
- (3) Development of new or improved patient care techniques

II. FEES AND COMPENSATION

A. The Metro Government shall pay Consultant **\$6,200.00** per month after receiving Consultant's invoice describing the work it has performed. Total compensation payable to Consultant for services performed shall not exceed **\$74,400**. Consultant shall maintain an active clinical and operational role with EMS, the extent of which is to be determined by the EMS Chief Executive Officer and the Chair of the Department of Emergency Medicine at the University of Louisville. Additionally, through this agreement, the Chief Executive Officer of EMS will maintain a clinical and administrative role with the Department of Emergency Medicine at the University of Louisville.

B. It is understood by all parties that the Consultant provides on-line medical supervision and control on a 24-hour basis, seven days per week. Physicians in the Emergency Department answer requests from EMS via telephone, radio, and in-person on a priority basis. Hourly accounting of this time by both parties would be cumbersome, and would not be beneficial to either party.

III. DURATION

A. This is a professional service contract which shall begin on the 1st day of July, 2005 and shall continue through and including the 30th day of June, 2006.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores

stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The University of Louisville Research Foundation, Inc. (Foundation) and the University of Louisville (U of L), as agencies of the Commonwealth of Kentucky, although vested with sovereign immunity, are subject to the Board of Claims Act, KRS 44.070-44.160. Claims against Foundation and U of L relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, the Foundation, as agent for the University of Louisville for receiving grants and research agreements from external funding sources, shall defend, indemnify and hold harmless the Metro Government from and against any and all claims which may result from any error or omission arising out of the Foundation's or U of L's performance under this Agreement.

VII. INSURANCE

ULRF agrees to cause the University of Louisville, School of Medicine, Department of Emergency Medicine and their practicing physicians to purchase and maintain a Professional Liability insurance policy at a minimum limit of liability of \$1,000,000 for each alleged Wrongful Act, Error or Omission for services performed under this agreement, retroactive to the Effective Date of the Agreement. In the event that this insurance is written on a "Claims Made" form, ULRF, shall, upon request, furnish evidence that the liability coverage has been maintained for at least one (1) year after expiration of this agreement, either by submitting renewal policy with a Retroactive data of not later than the date of services commenced under this agreement, or by evidence that an Extended Reporting Period Endorsement has been purchased that will apply to any and all claims arising from services performed under this

agreement. **ULRF** shall provide proof of such coverage by submitting a Certificate of Insurance to Louisville Metro EMS (to be reviewed and approved by the Louisville Metro's Risk Management Division) and shall provide renewal Certificates of Insurance to the Louisville Metro's Risk Management Division so that continuous coverage is provided during the term of this agreement. Upon request, certificates shall also be provided for practicing physicians.

Insurance is to be placed with insurance companies licensed in the State of Kentucky, or by non-admitted carriers in accordance with Kentucky Insurance Law (KRS 304.10-040) or through a self-insured group or captive insurance company which is approved by the Louisville Metro's Risk Management Division.

Certificates of Insurance as requested above shall be furnished to:

Louisville Metro EMS
437 South Third Street
Louisville, KY 40202
AND

Louisville Metro Finance Department
Risk Management Division
611 West Jefferson Street, Room 22
Louisville, KY 40202

Approval of the insurance by the Louisville Metro's Risk Management Division shall not in any way relieve or decrease the liability of **ULRF and the University of Louisville, School of Medicine, Department of Emergency Medicine and practicing physicians** providing services hereunder. It is expressly understood that Metro does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or

limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liability of ULRF, University of Louisville, School of Medicine, Department of Emergency Medicine or its practicing physicians.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination;

claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, have full right, power and authority to enter into this Agreement.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement or statement of intention has been made by the parties that is not embodied in the Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT COUNCIL

Kim M. Allen
KIM ALLEN, CABINET SECRETARY

Date: 3/8/06

LOUISVILLE METRO EMS

Neal J. Richmond, M.D.
NEAL J. RICHMOND, M.D.

Date: 3/6/06

APPROVED AS TO FORM AND LEGALITY:

IRVIN G. MAZE
JEFFERSON COUNTY ATTORNEY

BY: William P. O'Brien
Jefferson County Attorney's Office

RECOMMENDED BY:

UNIVERSITY OF LOUISVILLE (UofL)
SCHOOL OF MEDICINE

Daniel F. Danzl, M.D., FACEP
DANIEL F. DANZL, M.D., FACEP
PROFESSOR AND CHAIR
DEPT. OF EMERGENCY MEDICINE

Date: 3/1/2006

UNIVERSITY OF LOUISVILLE
RESEARCH FOUNDATION, INC.

APPROVED BY:
David King
DAVE KING
RESEARCH ADMINISTRATION

Date: 3/1/2006

Taxpayer Identification No.
(TIN): 61-1029626

Louisville/Jefferson County
Revenue Commission Account
No.: _____